



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Saugerties Central School District and Saugerties Educational Support Association, Saugerties Central School Administrative & Supervisory Personnel Association (2001)**

Employer Name: **Saugerties Central School District**

Union: **Saugerties Educational Support Association, Saugerties Central School Administrative & Supervisory Personnel Association**

Local:

Effective Date: **07/01/01**

Expiration Date: **06/30/05**

PERB ID Number: **7971**

Unit Size: **146**

Number of Pages: **20**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

SD/WC

7971_06302004

Saugerties Central School District
And Admin & Supervisory Personnel
Assn

SAUGERTIES CENTRAL SCHOOL DISTRICT

and

SAUGERTIES EDUCATIONAL SUPPORT ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

July 1, 2001 through June 30, 2005

RECEIVED

SEP 17 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

146 employees

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
1	Recognition	1
2	Union Rights	1
3	Seniority	2
4	Leave Benefits	4
5	Hours of Work and Work Year	7
6	Grievance Procedure	10
7	Physical Examination and Uniforms	11
8	Other Benefits	12
9	Discipline	14
10	Personal Mileage	14
11	Union Security	15
12	Job Security	15
13	Legislative Approval	16
	Salary Schedule	16
	Hiring Rates	17
14	Duration	17

This Agreement dated as of July 1st, 2001 by and between the Saugerties Central School District, hereinafter referred to as "District" and the Saugerties Educational Support Association, hereinafter referred to as the "Association."

The provisions of this Agreement shall become effective on July 1, 2001 unless otherwise expressly provided herein.

ARTICLE 1 - RECOGNITION

- 1.1 The District has recognized the Association as the sole and exclusive negotiating agent with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit consisting of teaching assistants, teacher aides, cafeteria employees and clerical employees, excluding those employees declared confidential by PERB, the cafeteria director and all others.
- 1.2 A temporary employee who is hired to take the place of an employee who has been granted a leave of absence for a period of 30 or more calendar days shall be a member of the bargaining unit from the first day of said temporary employment.
- 1.3 Notwithstanding the above, the Association acknowledges and agrees that overage aides hired on or after January 1, 1996 are those individuals employed on a temporary basis due to needs anticipated to be temporary, such as to address class size overages or for the requirement for a one-to-one aide for a special education student whose placement in a District program is on a trial basis and not to exceed ninety (90) school days. In the event that the one-to-one aide works beyond the ninety (90) day period, such period shall count towards the aide's probationary period. The overage aides and one-to-one aides are in the unit upon employment.

In addition, the following rights under the contract shall not be afforded to those classified as "overage aides," regardless of length of service, or one-to-one aides during their first 90 days: Sections 3.1, 3.8.a, 9.1, and 12.1 in accordance with the definition as set forth above. Anything not otherwise exempted by this provision is applicable to these bargaining unit members.

All aides hired under the terms of this Agreement shall be paid according to the Collective Bargaining Agreement.
- 1.4 The Association affirms that it does not assert the right to strike against the District and that it shall not cause, instigate, encourage or condone a strike against the District.

ARTICLE 2 - UNION RIGHTS

- 2.1 There shall be no interference with the right of employees to become or continue as members of the Association.
- 2.2 There shall be no discrimination, restraint or coercion against any employee because of membership in the Association.
- 2.3 **Release Time For President**
The President of the Association or his or her designee shall be given release time with pay for the purpose of processing grievances at the Superintendent stage.

The District shall provide release time, without pay, according to the following provision: two days for three Association members to attend the Association's State Affiliate Representative Assembly. The availability of release time shall be subject to the reasonable operating needs of the District and contingent upon receipt by the District of reasonable advance notice from the Association of its intention to use such release time.

2.4 During the term of this Agreement, there shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Association shall authorize, instigate, aid or condone any such activity.

2.5 It is the continuing policy of the District and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age or sex.

2.6 **Bulletin Boards**

The District will provide a bulletin board in each school for the use of the Association for the posting of notices relating to Association business. The use of bulletin boards shall be an exclusive right granted only to the Association and no other competing union unless PERB requires otherwise.

2.7 **Rights to Distribute Literature**

The Association shall have the right to distribute notices, circulars, and other material relating to Association business to bargaining unit members during the distributor's non-working time.

2.8 **Board Proceedings**

The District will provide the Association with an agenda and minutes of each official Board of Education meeting as soon as they become available.

2.9 **Meeting Space**

The union shall have the right of use of school buildings and school facilities without cost at reasonable times in order to conduct union business, provided that arrangements are made in advance.

ARTICLE 3 - SENIORITY

3.1 Seniority shall apply in the event of reduction in hours, promotions, transfers, overtime, layoffs and recalls. In recognition, however, of the responsibility of the District for efficient operations it is understood and agreed that in all cases of promotion and transfers, the following factors as listed below shall be considered, however, factor two shall be the determining factor when factor one is relatively equal between employees:

1. Ability to perform the work
2. Length of continuous service.

Final decision to promote and transfer shall be vested exclusively in the District, subject to the Agreement.

3.2 Seniority shall be by department (1) Clerical, (2) Cafeteria, (3) Teaching Assistants, (4) Teacher Aides. Seniority shall be calculated from the first date of hire in

a department, or re-employment in a department following a break in continuous service, in accordance with the following provisions:

1. There shall be no interruption of seniority accrual for any time lost which does not constitute a break in continuous service.
2. Continuous service shall be broken by:
 - a) Resignation. Re-employment in a department within 15 days of the effective date of resignation shall negate the break in continuous service.
 - b) Discharge.
 - c) Absence for three consecutive workdays without notice to and permission from the supervisor, except where such notice could not reasonably have been given under the circumstances.
 - d) Retirement.
- 3.3 Seniority shall be applied on a department basis, subject to Civil Service Law or Education Law requirements.
- 3.4 Absence due to a Workers' Compensation disability shall not break continuous service provided the employee returns to work within 10 days after the period of disability as determined by the Workers' Compensation Board.
- 3.5 New employees, including those hired after a break in continuity of service, shall be regarded as probationary employees for the first six (6) months of actual work from date of hire.
- 3.6 When permanent or long term temporary vacancies of one (1) year or longer occur in the positions of, or new positions are created in, the present facilities, such vacancies or new positions shall be posted by the District in all school buildings for three (3) workdays. If any employee in such department is interested in being considered for the position, he or she must file a written application with the Superintendent within three (3) workdays of the posting of the notice. Employees may submit letters of interest prior to June 30 for vacancies or new positions which become available during the summer. All postings shall state the date of notice and closing date. A copy of all postings shall be sent to the Association president.

3.7 Part Time Employees

Part time employees shall accrue seniority in accordance with the following table:

Number of Hours Normally Assigned Per Week	Seniority Credit (Per Calendar Month)
Up to 8 hours, inclusive	1/5 month
Over 8 hours to 16 hours, inclusive	2/5 month
Over 16 hours to 24 hours, inclusive	3/5 month
Over 24 hours to 32 hours, inclusive	4/5 month
Over 32 hours	1 month

3.8 Retrenchment

- a) Excessed employees shall have departmental recall list rights for a duration of

three years. Recall list rights shall consist of the right to a vacancy for the same number of hours or less than the employee was working before being excessed and shall be limited to three (3) years. The right to be recalled shall only apply to rights to vacancies in the same department as that from which the employee was excessed. A bargaining unit member does not relinquish his/her position on the preferred eligibility list if a position offered and/or accepted is less than the hours of the previous position.

- b) Teaching assistants shall be subject to those applicable provisions of the Education Law.
- c) An employee on a recall list may claim a temporary position. "Temporary position" shall not include long term substitutes for the purpose of this provision.
- d) The President of the Association shall meet with the Superintendent or their designee annually to review departmental seniority and recall lists.
- e) Excessed unit members shall leave current addresses with the District Business Office to maintain continued eligibility for recall.
- f) The District shall notify an excessed unit member of a recall by certified mail, return receipt requested and, simultaneously, the President of the Association by memo or regular mail. The eligible excessed unit member shall have ten days from receipt of notification to respond to claim entitlement to the recall inquiry. This provision shall not be applicable to anyone who purposely avoids or refuses service.

ARTICLE 4 - LEAVE BENEFITS

4.1 Vacation

- A Twelve month regular employees shall be granted vacation leaves with pay as follows:

After one year of service	2 weeks
After five years of service	3 weeks
After ten years of service	4 weeks
- B Vacation requests shall be arranged between employee and principal or supervisor and, if possible, each employee's request will be honored. Seniority shall prevail in cases of conflict. Twelve month clerical employees who work in the school building with students are entitled to take vacation for up to five days per school year when school is in session, provided, however, that the District may deny employees the right to utilize such days if continuous operation is not assured and/or substitute staffing is not available. In the event of special circumstances, exceptions will be considered upon written application to the Superintendent.
- C All twelve month employees shall be required to take one week vacation each year. Unused vacation beyond this one week period shall be accumulated to vacation in subsequent years. The maximum carryover from one year to the next shall not exceed three weeks.

- D. If a paid holiday falls during an employee's vacation, the employee shall receive an additional vacation day at the end of the employee's vacation in which the holiday occurred, as a substitute for that paid holiday.

4.2 **Other Leave Benefits**

All full time regular and part time regular salaried employees working five hours or more shall be entitled to:

A. **Individual Leave**

Each employee is granted five days of leave with pay annually for emergency or personal reasons which may not be accomplished except during school hours. One day of such individual leave will be available to an employee without giving a specific reason therefor, on the following conditions:

1. It may not be used prior to or immediately after a school vacation or recess.
2. It may not be used for recreational or entertainment purposes.
3. It will not be used for monetary compensation.

The remaining four days of personal leave are subject to the approval of the Superintendent or his or her designee. Unused individual leave shall accumulate as sick leave.

B. **Death in the Family or Household**

1. An employee, upon notification of the death of employee's spouse, child, son-in-law, daughter-in-law, parent, guardian, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchildren, or member of the immediate household, shall be granted his next three scheduled working days off with pay, four days off with pay if the employee is required to travel beyond a radius of 500 miles. If additional days are necessary, days shall be deducted from the employee's individual leave.
2. Days for deaths other than those specified in (1) may be deducted from the individual's accumulated sick leave or can be requested as individual leave.
3. Those employees working less than five hours per day shall be entitled to two bereavement days per year. Paragraph 2 of this provision is not applicable to such employees.

C. **Title VII Accommodation Days.**

Effective July 1, 1998, bargaining unit members who require Title VII Equal Employment Opportunity Act accommodations shall be entitled to two such days with full pay each school year provided that at least five days written notice, with reasons for such intended use is given to the District, where practicable. Such leave requests shall not be unreasonably withheld.

D. **Extended Leaves**

All requests for extended leaves, leaves of absence, as well as the requested decision shall be in writing.

1. Extended leave requests without pay will be considered upon application to the Superintendent and Board of Education. The Superintendent shall advise the applicant of the grant or denial of the request within sixty (60) days of the application. A person granted such leave shall be reinstated with previously accumulated benefits.
 2. **Military Leave** will be granted to any employee who is drafted or recalled into any branch of the Armed Forces of the United States and for one period of enlistment not preceded by such a draft or recall. Upon return from such a leave, an employee will be granted year to year service credit toward salary increments for the period for which he is required to serve. Previous accumulated sick leave will be restored.
 3. **Parental Leave** of up to two years will be granted for the birth of a child or the adoption of an infant of five years or under. Employees requesting leave shall give reasonable notice to the District (i.e. 60 days) prior to the commencement of such leave. The notice shall include tentative commencement of such leave and termination of leave. An employee shall be returned to the same position or a similar position upon 60 days' notice to the District of an intent to return. Upon return to service, an employee shall have restored the same benefits at the time the leave commenced.
 4. **Extended Illness** - Any employee whose personal illness extends beyond the period of accumulated sick leave will be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of two years.
- E. Sick leave shall be granted to all employees covered by this Agreement at a rate of one day for each month of employment, cumulative to 230 days. A medical certificate shall be required for any illness exceeding three (3) calendar days and may be required for illness of a lesser period.
- F. **Sick Leave Bank**
1. Full time employees shall be eligible to participate in a sick leave bank by contributing two days of their accumulated sick leave.
 2. The bank shall be fully administered by a committee of two administrators appointed by the Superintendent and two employees appointed by the Association. Withdrawal from the sick leave bank shall be limited to employees with personal extended illness or accidents and who have exhausted their sick leave time. Only employees who are members of the bank may withdraw from the bank.
 3. The bank shall be renewable when the balance drops below 20 days. A physician's certificate will be required by the bank administrators prior to the withdrawal of days from the sick leave bank.
- G. **Unpaid Short Term Leave**
- Employees wishing time off without pay that is not extended leaves as contained in Section (D) of this Article, shall make application to the Superintendent of Schools as soon as they become aware of their desire for the day(s).

The granting of the day(s) will be at the discretion of the Superintendent of Schools; however, such discretion shall be equitably administered throughout the District.

H. Jury Duty

Any regular employee, as distinguished from a probationary employee, required to perform jury duty on a day he is scheduled to work, shall be excused from work on that day without loss of leave accruals. The school district shall pay the difference between the regular rate of pay and the amount received for jury duty.

ARTICLE 5 - HOURS OF WORK AND WORK YEAR

5.1 Hours of Work

This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

A. Clerical - 10 and 12 Month

The normal workday for ten and twelve month, full time employees shall be 7½ hours per day, exclusive of lunch. When students or faculty are not in attendance, clerical employees shall work "summer hours." Summer hours shall be defined as morning arrival at 8:00 a.m., afternoon departure at 3:00 p.m. with lunch from 12:00 to 1:00 p.m.

B. Assistants and Aides

The workday for Teacher Aides and Teaching Assistants will be 7 hours exclusive of lunch. On days immediately preceding a vacation, the aides and assistants may leave at the end of the pupil day. Assistants and aides shall not be required to perform lunch room supervision except in emergencies.

Assistants and aides shall be entitled to attend any District sponsored work related workshop.

C. Cafeteria

The Cook and Assistant Cook at the Central Kitchen shall work a day of 7½ hours, exclusive of a ½ hour lunch. Other personnel shall work as assigned for the school year. Any employee reduced in hours shall maintain their hourly rate of pay. Regular hourly cafeteria employees shall be afforded work opportunities beyond their normal work assignments when such work time is available by reason of absence of cafeteria employees or when menu requirements necessitate additional work opportunities.

5.2 Overtime

A. This section shall not be construed as a guarantee of hours of work per week, or a guarantee of days of work per week.

B. The payroll week shall consist of seven consecutive days beginning at 12:01 a.m. on Sunday.

The workday for the purposes of this section is the 24 hour period beginning with the time the employees begin work.

The regular rate of pay, as the term is used in Section C below, shall mean the standard hourly wage rate which the employee would have received for the work assigned had it been performed during non-overtime basis or hours.

- C. Overtime at the rate of one and one half times the regular rate of pay shall be paid for:

1. Hours worked in excess of 7½ hours in a workday.
2. Hours worked in excess of 37½ hours worked in a work week

Overtime at their rate of double time shall be paid for work performed on holidays.

- D. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision of the Agreement.

- E. When overtime is assigned, such overtime assignments shall be rotated among all employees from time to time in the job classification to which assigned, whenever practical. Nothing herein shall restrict the District in assigning any employee to specific overtime assignments involving special skill or when emergency assignments are made by the District.

5.3 Work Year

A. Clerical - 12 Month

Full time regular twelve month employees shall be given the following holidays off with pay. If one of the approved holidays falls on a Saturday or Sunday, the employees shall be given another day off.

Independence Day and the day after
Columbus Day
Thanksgiving Day and Friday after (Wednesday before if schools are closed)
Christmas Day + 3 additional days to be agreed upon
Martin Luther King Day
Presidents' Day (If school closed 2 days - 2 holidays)
Easter Recess - Three days after school closes
Memorial Day
Labor Day
Veteran's Day
New Year's Day

B. Assistants, Aides and 10 Month Clerical

Assistants, aides and 10 month clericals will work the same school year as teaching personnel:

2001-02	181 days
2002-03	182 days
2003-04	183 days

C. Cafeteria

All regular cafeteria personnel working 5 hours or more will work the same as teaching personnel plus one additional day:

2001-02	181 + 1
2002-03	182 + 1
2003-04	183 + 1

On the additional day, cafeteria personnel may be dismissed at their normal quitting time or earlier, providing that all necessary duties have been completed. All cafeteria personnel working less than five hours per day shall be entitled to six paid holidays, namely: Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Memorial Day and Easter Recess (1 day).

5.4 School Closing, Early Dismissal and Delayed Openings

Due to inclement weather and other unforeseen circumstances.

A. One Hour Delay

- a. Cafeteria employees shall work their normal hours.
- b. Teacher Assistants and Aides shall report to their duty station one hour later than their normal reporting time.
- c. Effective July 1, 1998, clerical employees shall report to their duty stations one-half hour later than their normal reporting time on a one hour delay. In the event that schools are canceled after clerical employees report for a delay, such employees may leave their work stations once an announcement is made that school is canceled provided, however, that in the event that pupils have arrived at the buildings, clerical employees may leave their work stations 45 minutes after the pupils in their buildings are dismissed or at their normal quitting time, if earlier.

B. Two Hour Delay

- a. Cafeteria employees shall work their normal hours.
- b. Teacher Assistants and Aides shall report to their duty station two hours later than their normal reporting time.
- c. Effective July 1, 1998, clerical employees shall report to their duty stations one hour later than their normal reporting time on a two hour delay. In the event that schools are canceled after clerical employees report for a delay, such employees may leave their work stations once an announcement is made that school is canceled provided, however, that in the event that pupils have arrived at the buildings, clerical employees may leave their work stations 45 minutes after the pupils in their buildings are dismissed or at their normal quitting time, if earlier.

C. Schools Closed

All unit employees shall receive their normal pay when schools are closed under this provision. Employees may be directed to report as follows:

- a. **Cafeteria Employees** - necessary cafeteria staff shall be called in if there is a chance of food spoiling. A cafeteria employee called in to work

on a day school is closed under this provision shall be paid for the hours he or she works in addition to normal pay, with a minimum of two hours call in time.

- b. **Teaching Assistants and Teacher Aides** shall not report to their duty station.
- c. **Clerical staff** may be called in for a partial day if road conditions permit it.
- d. Full time clerical staff will be allocated unused snow days in the same manner as are teachers.

D. Early Dismissal

- a. **Cafeteria Employees** may leave their work stations 45 minutes after the pupils in their buildings are dismissed or at their normal quitting time, if earlier, providing that all necessary duties pertaining to that day's meal schedule or to prevent food spoilage are completed.
- b. **Clerical Employees** may leave their work stations 45 minutes after the pupils in their buildings are dismissed or at their normal quitting time if earlier.
- c. **Teaching Assistants and Teacher Aides** may leave their work stations 20 minutes after the pupils in their buildings are dismissed or at their normal quitting time, if earlier.

5.5 Aides or assistants who are assigned to substitute for an absent teacher will receive \$40 for a full day and \$20 for a half day in addition to their regular salary

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1. Definitions

- A. Grievance - a grievance exists when an employee or group of employees of the Association ("Grievant") claims that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement.
- B. The employee shall have the right to be represented at all stages by only the Association and a group of employees with a common grievance may file a single grievance through the Association.
- C. If a grievance affects a group or class of employees, the grievant may submit such grievance to the Superintendent directly, and the process of such grievance shall be commenced on Step Three of the grievance procedure. The parties may mutually agree to extend the time limits in Steps

6.2 Procedure

Step One

A grievant who has a grievance shall discuss such grievance with his first level supervisor in an attempt to settle the matter informally.

Step Two

If a grievance has not been satisfactorily resolved at Step One, it can be presented in writing and processed at Step Two. The written statement shall contain the grievant's name, position, and the nature of the grievance.

eral nature of the grievance, the contract provision allegedly violated and the redress sought.

The grievance shall be forwarded ten days after the final Step One decision to the Superintendent.

The Association representative shall discuss such grievance with the Superintendent or his or her designee within five days of receipt of the appeal in order to resolve the grievance. Within five school days after such meeting, the Superintendent shall render a decision on the grievance, in writing.

Step Three

If the grievant still feels that a satisfactory solution has not been reached, the employee may appeal to the Board by submitting to the Superintendent a written request within ten school days of the disposition of the grievance at Step Two. The request for appeal shall contain the original written statement of grievance submitted at Step One, as well as copies of the decision rendered at Step One and Step Two. A hearing by the Board shall take place not later than the next regularly scheduled meeting which is not less than five school days after receipt of the appeal or at a Special Meeting of the Board called earlier for such purposes. Within ten school days after such hearing, the Board will render its decision in writing to the Superintendent, the immediate superior and the employee.

Step Four

If the Association is not satisfied with the decision rendered at Step Three of the grievance procedure, it may submit the grievance to arbitration by providing written notice to the Superintendent within 10 school days after the decision at Step Three. Within 5 school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties shall be bound by the rules and procedures for the American Arbitration Association.

The arbitrator shall limit his decision strictly to the interpretation or application of the expressed provision of the Agreement relating to issues submitted to him or her. The arbitrator's decision shall be final and binding upon both parties. The arbitrator has no authority to add to or subtract from any provision of the submitted collective bargaining agreement.

6.3 Authorized Grievance Representative

The Association and the District shall designate to each other as soon as possible in each school year the employee and the District representative who shall be certified as the authorized grievance representatives for all grievance matters.

ARTICLE 7 - PHYSICAL EXAMINATION AND UNIFORMS

7.1 Physical Examinations

The District will provide physical examination and chest x-ray service to the employees by the school physician without charge to the employees. If the employee elects

to be examined by his own physician, the District is not responsible for payment for that examination.

7.2 Cafeteria Uniforms

Central Kitchen employees (excluding cashiers and monitors) are required to wear uniforms as a condition of employment and be neat and clean upon reporting for duty. Effective July 1, 2001, the District shall compensate each Central Kitchen Cafeteria employee (except cashiers and monitors) \$200.00 a year, in their first paycheck for the cost of cleaning and maintenance of uniforms. Effective July 1, 2002, this amount shall increase to \$250.00. The District will provide two smocks and two shirts per year to the 3.5 hour food service helpers.

ARTICLE 8 - OTHER BENEFITS

8.1 Health Insurance

- A.
 - 1. The District will provide employees working 20 hours per week or more full cost of individual and dependent coverage under the DEHC PPO Plan.
 - 2. Notwithstanding the above, effective July 1, 1997, employees working 20 hours per week or more shall be required to contribute \$15 per month for individual health insurance coverage and \$30 per month for family health insurance coverage. Effective July 1, 1998, such employees shall be required to contribute \$17.50 per month for individual health insurance coverage and \$35 per month for family health insurance coverage. Such employee contributions shall not exceed 10% of the District's cost towards the health insurance plans.
 - 3. It is understood that HMO participants will pay the difference between the HMO premium and the premium for the District's main health insurance plan in addition to the contribution referred to above.
 - 4. The District shall implement a Section 125 Internal Revenue Code Premium Only Plan as soon as employee premium contributions commence.
- B. If an employee is able to be covered under another health insurance plan, the employee can waive coverage in the District's plan and, in return, receive \$1,500 for each year in which coverage is waived. Thereafter, by March 31st of each year, an employee must notify the District, in writing, of his or her intention to participate in the insurance waiver program or of the intention to re-enter the District's program. An employee who decides to waive coverage shall be paid \$750 in two separate checks in the applicable year, the first paycheck in December and the second paycheck at the end of June. An employee shall have the right to re-enter the District's health insurance program subject to the requirements of the District's health insurance plan. An employee who returns to the District's coverage during the year in which the coverage was waived shall be responsible to return any monies received for each month of the year the employee is covered by the District's plan.

8.2 Dental Insurance

The District shall provide employees working 20 hours per week or more the full cost of individual and family coverage of the Blue Shield "80%" Payment Basic Contract Dental Plan with Riders A and C.

- 8.3 District employees whose spouses have chosen not to participate in their employer's health insurance plans or dental insurance plans on or after July 1, 1991, and receive compensation for non-participation in said programs, shall only be entitled to individual coverage under the District's health insurance or dental insurance plans and shall be ineligible for family coverage under the District's health or dental insurance plans.

8.4 Employees Retirement

The District agrees to provide employee coverage under the State Employees Retirement System under Section 75i, 60b and 41j for all affected employees.

8.5 Upon Retirement

Employees who are eligible for retirement under the Rules and Regulations of their respective New York State Retirement System shall be provided the following benefits:

- A. Conversion of unused accumulated Sick Days for the following purposes:
 - 1. **Effective July 1, 2001, Lump Sum Distribution**
 - a. Employees working less than seven (7) hours per day: \$20.00 per day.
 - b. Employees working seven (7) hours or more per day: \$25.00 per day.
 - c. Employees working seven (7) hours or more per day with 20 years of service: \$35.00 per day.
 - 2. **Dollar Value Applies toward Payment of Health Insurance:**
 - a. This Payment will apply to the difference between this 35% or 50% paid by the District and the 100% required by the carrier (as indicated in paragraph (B) of this section) until such time as the dollar value of the accumulated days is exhausted.
- B. **Health Insurance** - The District agrees to provide health benefits to those employees enrolled in the plan at the time of retirement in accordance with the following provisions:
 - 1. Employees who have worked in the District a minimum of ten years:
 - a. 100% premiums paid by District for employees' individual coverage.
 - b. 35% premiums paid by District for employees' dependent coverage.
 - 2. Employees who have worked in the District less than ten years:
 - a. 50% premiums paid by the District for employees' individual coverage.
 - b. 35% premiums paid by the District for employees' dependent coverage.
- C. If employed twenty years or more, the amount applicable in Section (a) or (b) of 8.5(a)(1) will be multiplied by a factor determined by subtracting the aver-

age annual attendance of the individuals in the unit for the prior year from the employees' annual average percentage of attendance in the year of retirement. This will determine the final dollar value for each unused sick day. An employee may exclude one year in the determination of the annual percent of attendance.

8.6 Professional Development Program

The Saugerties Central School District encourages the personal and professional development of its employees, particularly when such development has a direct relationship to the employee's job responsibilities and benefits programs offered by the District. As such, the District will consider partial or whole compensation for the expenses incurred in accordance with the following procedures:

- A. The employees will make written application to the Superintendent's office providing information as to the course, the sponsoring institution, associated costs and pertinent dates and times.
- B. The Superintendent will recommend to the Board of Education those applicants whose prospective work meets the requirements specified in the above introductory paragraph.

8.7 Flu Shots

Flu shots will be provided by the Board to those unit members who request them. Those who wish to receive the shot will be required to sign a release prior to receiving the shot.

ARTICLE 9 - DISCIPLINE

- 9.1 The District shall not discipline or discharge an employee except for cause, or otherwise improperly discriminate against an employee. This provision is only applicable to employees who have successfully completed their six month probationary period.

For employees hired after June 30, 2001, this provision is only applicable to those employees who have successfully completed three years of continuous service in a regular position with the District.

ARTICLE 10 - PERSONAL MILEAGE

- 10.1 Any employee requested to use his or her personal vehicle for District business shall be compensated at the IRS rate per mile or such higher rate as the Board of Education shall approve.
- 10.2 No employee shall be required, as a condition of employment, to use his or her personal vehicle for District business, however, he or she may be required to use his or her personal vehicle to get from one District facility to another to perform his or her responsibilities.
- 10.3 Travel between schools shall be considered District business.

ARTICLE 11 - UNION SECURITY

11.1 Agency Fee

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required, beginning on the 30th day following the beginning of such employment (or discontinuance of membership) of the execution date of the Agreement, whichever comes later, to pay to the Union a service charge as a contribution toward the negotiation and administration of the Agreement and the representation of such employees. The service charge shall be in the same amount and payable at the same time as the Union's and its affiliates' regular dues, and shall be deducted by the District from the employee's pay in accordance with the dues deduction provision of this Agreement.

The Union affirms that it has accepted such procedures for refund of agency shop fee deduction as required in Section 3, Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency fee shall continue in effect so long as the Union maintains such procedure.

The District shall not be required to reimburse an employee any money deducted under this agency fee provision should the employee successfully litigate the return of agency fee deductions because of Association refund procedure defects.

11.2 Dues Deduction

A. The District agrees to deduct from the salaries of its employees, dues and assessments for the Union and its affiliates as said employees individually and voluntarily authorize the District to deduct, and to transmit said dues to the Union within seven days of the time of deductions.

B. The Union shall submit to the District by September 1st each school year the amounts of dues and assessments to be deducted from each employee. Deductions shall commence in the second paycheck in September and shall be deducted in each paycheck, as indicated by the Union, as are the teachers.

C. The Union will notify the District of any changes in said deductions no less than 14 days prior to the pay period in which the deduction changes are to take place.

D. The District agrees that it will not accord dues deductions or similar check-off rights to any other organization until or unless such organization has been duly recognized or certified according to law.

E. The District will provide for payroll deduction for NYSUT Member Benefits.

ARTICLE 12 - JOB SECURITY

12.1 Any employee to be excused shall be given 40 calendar days notice prior to the effective date of his/her layoff. If such 40 day notice is not provided, the employee shall be paid at his/her regular daily rate of pay for such day not properly notified.

12.2 Part time aides shall not be employed to fill what could otherwise be a full time position.

ARTICLE 13 - LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not be effective until the appropriate legislative body has given approval.

SALARY SCHEDULE

<u>Department</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Aides & Assistants	18745	19401	20177	20984
	20118	20822	21655	22521
	21600	22356	23251	24181
Hourly rate per 2/23 MOA (Per Hr.)	11 79	12 20	12 69	13 20
Clerical (12 Mo.)	24112	24956	25954	26992
	25088	25966	27005	28085
	28888	29899	31095	32339
	30863	31943	33221	34550
	32267	33396	34732	36121
	34555	35764	37195	38683
Clerical (10 Mo.)	20907	21639	22504	23404
Cafeteria	11971	12390	12886	13401
	13964	14453	15031	15632
	16706	17291	17982	18701
Assistant Cook	25364	26252	27302	28394
Cook	27167	28117	29242	30412
Part-Time (Per Hr.)	11 03	11 42	11 87	12 35
	12 86	13 31	13 84	14 39
	13 61	14 09	14 65	15 24
Application:	2001-02	3 50%		
	2002-03	3 50%		
	2003-04	4 0%		
	2004-05	4 0%		

Differential for Full-Time Teaching Assistant:

Effective July 1, 2001 \$500.00

Effective July 1, 2002 \$500.00 for a total of \$1,000.00

Differential for Part-Time Teaching Assistant:

Effective July 1, 2001 \$.25 per hour

Effective July 1, 2002 \$.25 per hour for a total of \$.50 per hour.

Longevity, based on the employee's anniversary date of hire, shall be paid as follows:

Effective July 1, 2001 – 10 years of service –

Full-Time Employees \$300 per year

Part-Time Employees \$.20 per hour

Effective July 1, 2002 – an additional longevity at 20 years service:

Full-Time Employees \$500 per year

Part-Time Employees \$.30 per hour

Longevities are cumulative.

	HIRING RATES			
	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Aides & Assistants	17680	18299	19030	19792
Part Time (Per Hour)	11.03	11.42	11.88	12.35
Cafeteria:				
Food Service Helper - 5 hr.	11400	11799	12271	12762.08
Food Service Helper - 6 hr.	13641	14118	14683	15270.19
Assistant Cook	20710	21435	22293	23184.48
Cook	22182	22958	23877	24831.80
Part-Time (hourly rates)	10.51	10.88	11.31	11.76
Twelve Month:				
Typists	23526	24349	25323	26336
Stenographers	26507	27434	28532	29673
Sr. Typist	24112	24956	25954	26992
Ten Month:				
Typists	19605	20291	21103	21947

ARTICLE 14 - DURATION

This Agreement shall commence July 1, 2001 and continue in effect through June 30, 2005.

IN WITNESS WHEREOF, the parties hereto have ratified this Agreement as of
the date below indicated and do hereby place their hands and seals this 4th day of
October, 2001.

Jane A. Patter
Board of Education President

Sharon Brunson
Saugerties Educational Support Association
President

Michael J. Pugh
Superintendent of Schools